

**From:** richard\_burk@hushmail.com@inetgw  
**To:** Microsoft ATR  
**Date:** 1/23/02 12:05pm  
**Subject:** Microsoft Settlement

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B. Appointment of a Technical Committee

8.The TC shall have the following powers and duties:

c.The TC shall have access to Microsoft's source code, subject to the terms of Microsoft's standard source code Confidentiality Agreement ...

This seems unreasonable to me. "subject to the terms of Microsoft's standard source code Confidentiality Agreement". This lets Microsoft define terms of this agreement via a back door. They could theoretically design multiple agreements and have the TC member(s) essentially denied access to anything of Microsoft's choosing. They technically could have a separate agreement for each piece of code. Have the confidentiality agreement be a standard military confidentiality agreement or some other recognized unbiased confidentiality agreement. In addition, which ever confidentiality agreement is chosen will be fully reviewed to the extent that it does not compromise the TC member(s) but does protect Microsoft from TC member abuses.

What???? I just finished reading the REVISED PROPOSED FINAL JUDGMENT. What is this a slap on the wrist? What were they found guilty of? A misdemeanor? I believe that the Microsoft Corporation was found to be guilty of egregious violations of the Anti-Trust Laws. As such punishment should be comensurate or example setting as they have been found guilty of being a monopoly and for monopolistic practices.

A proper settlement would include but not be limited to requiring full source code disclosure for all products that are delivered to non-microsoft personnel the moment that they are made available to any group within the Microsoft Corporate other than the group having developed the software. This includes documentation as well. The delivery of source code as well as documentation shall be provided separately and simultaneously at a minimum on the same media as the product.

In addition, all patents held by Microsoft, or any subsidiary, shall become public domain, without the possibility of reinstatement. Further, all applications for patents for software (including hardware encoded software) shall be summarily rejected for the duration of this judgment.

In addition, Microsoft shall warranty all of their software for a term of no less than 10 years, and shall provide full, unhindered support for all of their warrantied software for twice the duration of the warranty on said software. This provision will be in effect in perpetuity for no less than 50 years from the effective date of this final judgment.

In addition, Microsoft shall not retaliate against any OEM that seeks to alter a base installation of any Microsoft Operating System Product. Further Microsoft shall not retaliate nor require in any agreement, verbal, written, or understood the bundling of software. Microsoft shall not retaliate against any OEM for choosing to offer or install non-Microsoft products in a bundle or separately with any Microsoft Operating System Product. Microsoft shall not require payment for any Microsoft software that is not delivered as a part of an OEM offering whether the offering purchased or not. Microsoft shall not enter

into exclusive agreements with OEMs. Microsoft shall not enter into agreements with OEMs which restrict OEMs from any type of non-Microsoft agreement(s).

Microsoft shall not discriminate with respect to purchasers of their software, whether it is for development, or use, or any other reason. Microsoft shall retain copyrights and trademarks for their software.

Microsoft shall define those programs that constitute the Microsoft Operating System. Those programs cannot be unbundled from the Microsoft Operating System. This will form a baseline. Any programs that are added above and beyond this base installation shall not be bundled with the Microsoft Operation System(s). They shall be offered separately at a cost greater than the cost of media plus the cost of applying said programs to the media. Additional functionality cannot be added to the baseline at a future time. This is primarily for purposes of new dlls or other executable pieces of code or software. Changes can be made for purposes of fixing bugs/errors. Additional features shall not be added to the baseline software installation.

Sincerely,

Richard Burk

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Version: Hush 2.1

Note: This signature can be verified at <https://www.hushtools.com>

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